

RFQ 2021-136-WG FOR STATE LEGISLATIVE CONSULTING SERVICES

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SECTION 0100 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit proposals for the City's consideration in evaluating qualifications to select a firm with whom it may negotiate an agreement for the purpose noted herein.

The City utilizes Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any prospective Proposer who has received this RFQ by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE. The City of Miami Beach is requesting proposals from firms or individuals qualified to provide consulting and lobbying services on the City's behalf. In representing the City before State agencies in Tallahassee, Florida, the successful consultant shall make efforts to influence legislation, capture revenues available to local government and assist the City in identifying, applying for and receiving competitive grants, earmarks and other discretionary funding, which may include but not be limited to transportation, community and economic development, environmental matters, beach re-nourishment, infrastructure improvement, hurricane recovery efforts, housing and urban development, homeless programs, intermodal programs and any other areas of interest to the City.

3. STATEMENT OF WORK REQUIRED. In order to be considered, bidders shall provide confer with the City on all organizational planning and program activity which has a bearing on the ability of the City to make the best use of State programs.

- A. Coordinate and liaise with the City's legislative delegation and assist in any matter which the City determines to be in its best interest.
- B. Work with the City staff regarding any matter or appearance before State of Florida and its administrative agencies.
- C. Assist the City in negotiations with any State administrative agency concerning City projects requiring State assistance and cooperation.
- D. Assist the City in the review of executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations, and any other development on any matter determined by the City to have a significant bearing on the City's policies or programs.
- D. Communicate and coordinate with other lobbyists representing interests which are consistent with those of the City in obtaining the goals and objectives of the City.
- E. Assist in contacting State agencies on the City's behalf when City funding applications are under consideration by such agencies.
- F. Provide monthly reports detailing activities and legislative services provided on behalf of and for the benefit of the City in the previous month.
- G. Provide interim reports on an as needed basis addressing matters of City involvement, concerns, interest and particular projects identified for pursuance on behalf of the City.
- H. Review, identify and monitor federal legislative, executive, and regulatory policy changes or developments for the purpose of advising the City on those items which may have a significant bearing on City policies, funding, and programs.

Pursuant to Section. 2-485.2 of the City Code, any person or entity retained as a lobbyist by the city is prohibited from lobbying any city officer, departmental personnel or employee in connection with any judicial or other proceeding, application, RFP, RFO, RFLI, bid, request for ruling or other determination, contract or controversy on behalf of a third party for the length of the contract or other agreement between the lobbyist and the city.

4. ANTICIPATED RFQ TIMETABLE. The tentative schedule for this solicitation is as follows:

RFQ Issued	March 18, 2021
Pre-Proposal Meeting	March 30, 2021 @ 10:00AM EST
Deadline for Receipt of Questions	April 6, 2021 @ 5:00PM EST
Responses Due	April 15, 2021 @ 3:00PM EST
Evaluation Committee Review	TBD
Proposer Presentations	TBD (If Applicable)
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

5. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact: William Garviso, CPPB	Telephone: 305 673-7000 #26650	Email: WilliamGarviso@miamibeachfl.gov
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Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov, or via facsimile: 786-394-4188.

The Proposal title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0100-4. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

6. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting shall be via telephone and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

- (1) Dial the TELEPHONE NUMBER: +1 786-636-1480
- (2) Enter the MEETING NUMBER: 450 671 42#

Proposers who are participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone.

7. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Periscope S2G*. Any prospective proposer who has received this RFQ by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFQ Timetable** section.

8. CONE OF SILENCE. This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be

subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

9. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

10. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

11. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Manager may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

12. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer(s) to determine final scope of services and fees. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer(s) in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposer(s) that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

13. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

SECTION 0200

GENERAL CONDITIONS

TERMS & CONDITIONS –SERVICES. By virtue of submitting a proposal in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (dated April 3, 2020), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES (ONLY). Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the bid.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for proposal submittals.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Bid Submittal Questionnaire (submitted electronically).
2. Failure to comply with the Minimum Eligibility Requirements (if applicable).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to include the Bid Submittal Questionnaire (completed and submitted electronically) shall render a proposal non-responsive. Non-Responsive proposals will not be considered. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically), the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

4. ELECTRONIC PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the “Line Items” attachment tab in Periscope S2G.

TAB 1	Cover Letter, and Table of Contents
<p>1.1 Cover Letter and Table of Contents. The table of contents should indicate the tabs, sections with tabs and page numbers to facilitate the evaluation committee’s review. The cover letter must be signed by a principal or agent able to bind the firm.</p>	

TAB 2	Experience and Qualifications
<p>2.1 Qualifications of Proposing Firm and/or its Principals. Submit detailed information regarding the firm’s and/or its principals history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.</p> <p>2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members’ qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each respondent team member to be assigned to this contract.</p>	

TAB 3	Approach and Methodology
<p>3.1 Submit detailed information addressing the experience Proposer has in achieving each portion of the scope of services and technical requirements outlined in Section 0100, Statement of Work Required. Responses should be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a full review of the Proposer’s approach and methodology on similar engagements, including (but not limited to) representing municipalities before all state agencies in Tallahassee, FL, on issues which may have bearing on the ability of the City to make the best use of state programs such as grant opportunities and funding availability for transportation, community and economic development, environmental matters, beach re-nourishment, infrastructure improvement, emergency recovery efforts, housing and urban development, homeless programs, intermodal programs and any other areas of to the City.</p> <p>3.2 Provide details on the approach Proposer has used in developing and executing legislative strategy, draft legislation, and securing the introduction of legislation, as well as approach and methodology used to prevent/advocate against the passage of bills that adversely affect client interests.</p> <p>3.3 Provide details on the approach Proposer has used previously to review, identify and monitor federal legislative, executive, and regulatory policy changes or developments for the purpose of advising clients on those items which may have a significant bearing on policies, funding, and programs.</p>	

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SECTION 0400

PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions. City staff will assign points for the quantitative criteria. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

- a. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFQ, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.

- b. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Qualitative Criteria. Responsive proposals shall be evaluated by the Evaluation Committee in accordance with the following criteria.

Qualitative Criteria	Maximum Points
Experience and Qualifications	60
Approach and Methodology	40
TOTAL AVAILABLE STEP 1 POINTS	100

3. Quantitative Criteria. Following the results of the evaluation of the qualitative criteria by the Evaluation Committee, the Proposers may receive additional points, to be added by City staff, as follows.

Quantitative Criteria	Maximum Points
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	5

4. Determination of Final Ranking. The sum of qualitative and quantitative scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Qualitative Points	82	74	80
	Quantitative Points	10	5	0
	Total	92	79	80
	Rank	1	3	2
Committee Member 2	Qualitative Points	82	85	72
	Quantitative Points	10	5	0
	Total	92	90	72
	Rank	1	2	3
Committee Member 2	Qualitative Points	90	74	66
	Quantitative Points	10	5	0
	Total	100	79	66
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

It is important to note that the results of the Evaluation Committee process do not represent an award recommendation. The City Manager will utilize the results of the committee process, as well as any other information he deems appropriate to develop his award recommendation to the City Commission, which may differ from the Evaluation Committee process ranking.

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APPENDIX A

MIAMI BEACH

Special Conditions

2021-136-WG
STATE LEGISLATIVE CONSULTING
SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. **Term of Contract.** The contract shall commence upon the completion of a fully executed agreement, and shall be effective for two (2) years.
2. **Options to Renew.** The City, through its City Manager, will have the option to extend for two (2) additional one (1) year periods subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

3. **Prohibited Lobbying Activities.** Pursuant to Section 2-485.2 of the City Code, by virtue of submitting a bid, bidder agrees that any person or entity retained as a lobbyist by the city is prohibited from lobbying any city officer, departmental personnel or employee in connection with any judicial or other proceeding, application, RFP, RFO, RFLI, bid, request for ruling or other determination, contract or controversy on behalf of any third party for the length of the contract or other agreement between the lobbyist and the city.
4. **Change of Project Manager/Lead Lobbyist/Account Representative.** A change in key personnel by the awarded firm shall be subject to the prior written approval of the City Manager or his designee, which will not be unreasonably withheld. Replacement (including reassignment) of an approved project manager or public information officer shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).
5. **Sub-Consultants.** The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.

APPENDIX B

MIAMI BEACH

Sample Contract

2021-136-WG
STATE LEGISLATIVE CONSULTING
SERVICES

**BY VIRTUE OF SUBMITTING A PROPOSAL THE FIRM HEREBY TAKES NO EXCEPTIONS TO
THE TERM AND CONDITIONS NOTED IN THIS SAMPLE CONTRACT**

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX C

MIAMI BEACH

INSURANCE REQUIREMENTS

2021-136-WG
STATE LEGISLATIVE CONSULTING
SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

The provider shall furnish to Department of Procurement, City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage. .**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability.

A waiver of subrogation in favor of the City must be included for the policies required above. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B+" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder. **CERTIFICATE HOLDER MUST READ:**

**CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3rd FLOOR
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.